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       IN THE UNITED STATES DISTRICT COURT
      FOR THE SOUTHERN DISTRICT OF NEW YORK
    UMB BANK, N.A., as Trustees,
7
                 Plaintiff, C.A. No.
                                15 Civ. 08725 (GBD)
       V.
9
    SANOFI,
10
                 Defendant.
11
12
13
                 CONFIDENTIAL
14
        VIDEOTAPED DEPOSITION OF CAROLE HUNTSMAN
15
                  Boston, Massachusetts
16
                       May 8, 2018
17
18
19
20
21
22
    Reported by:
23
    MARYJO O'CONNOR, RMR, CSR
24
    JOB NO. 141699
25
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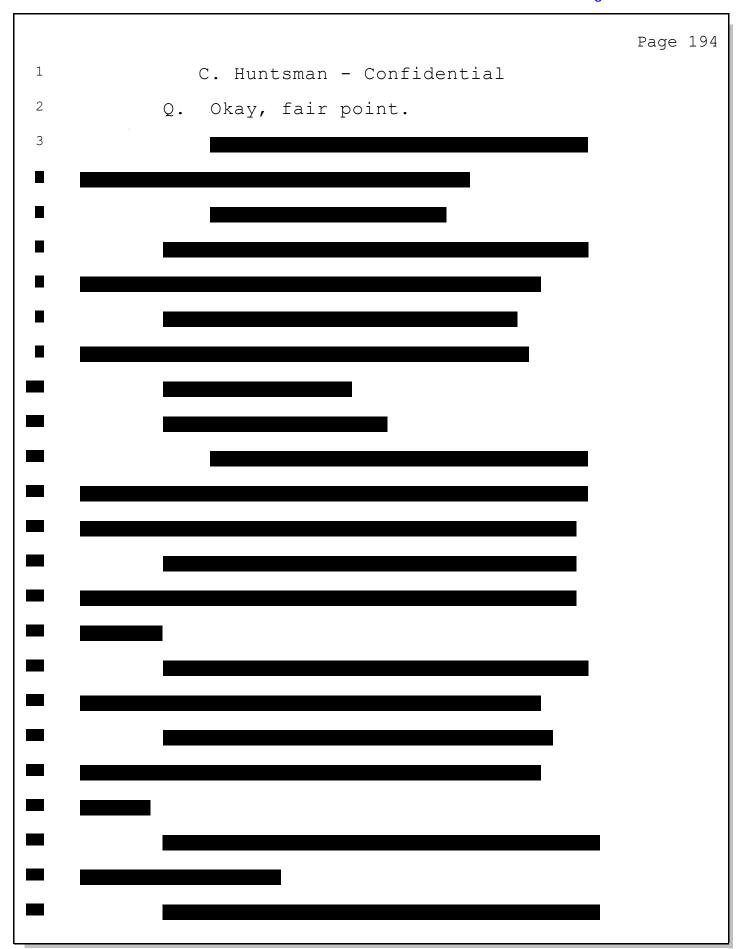
- 1 C. Huntsman Confidential
- 2 Aubagio, was approved in, I believe, either
- 3 October or November of 2014.
- 4 O. And in that case, it was part of
- 5 the normal practice of the company to assess
- 6 the commercial situation, determine whether
- additional studies were warranted, and, if
- 8 so, conduct them and seek to expand the
- 9 label, correct?
- MR. AMSEL: Objection to the form.
- 11 You can answer.
- 12 A. I think that it is typical to
- assess whether you want to do a study to
- expand the -- submit and expand the label,
- 15 yes.
- Q. When you say "typical," you would
- say that it is a common practice in the
- 18 pharmaceutical industry?
- 19 A. Yes.
- Q. And part of that, in your opinion,
- does that fall into what might otherwise be
- known as life cycle management?
- 23 A. Yes.
- Q. So we'll talk about this a bit
- later, but what do you understand "life cycle

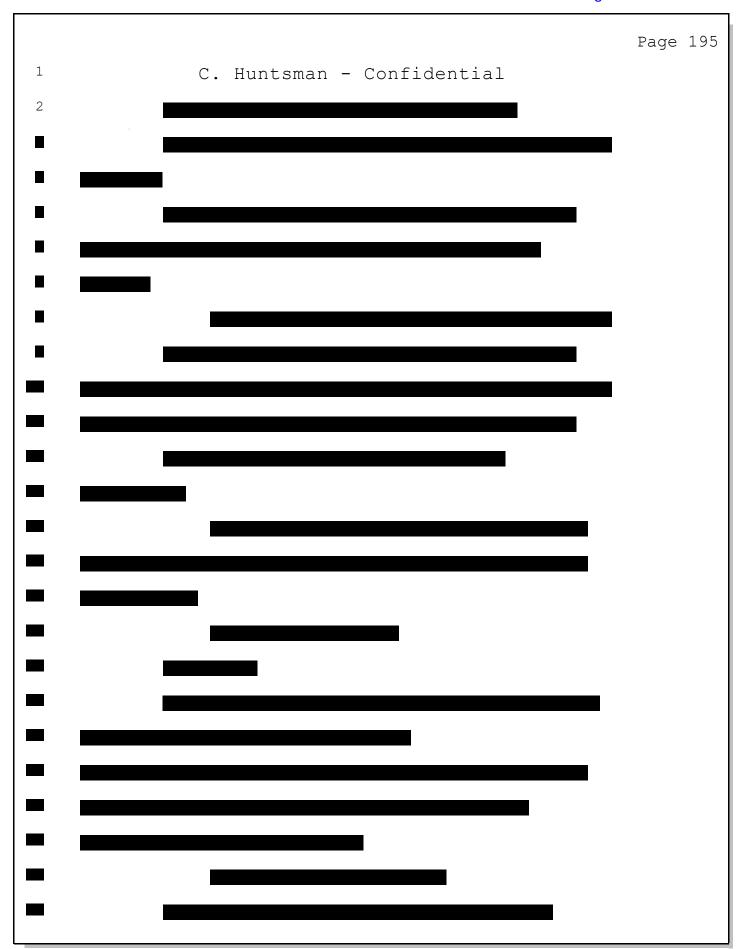
- 1 C. Huntsman Confidential
- 2 management" to be?
- 3 A. It is a means by which you expand
- 4 what is known about a product, whether it is
- 5 analysis of studies -- additional analysis
- from studies that have already been done or
- initiating new studies.
- Q. And life cycle management, or LCM
- 9 is, again, a typical or common practice in
- the pharmaceutical industry?
- 11 A. Yes.
- Q. And, in fact, when you were at
- 13 Serono, you became aware that LCM did not
- just include data but could also include
- reformulation, for example?
- 16 A. Yes.
- Q. So, for example, moving a drug
- from IV to sub-Q, would be an example of LCM?
- 19 A. Yes.
- Q. And in some instances, that can
- 21 actually have a profound implication on the
- commercial success of the product, correct?
- MR. AMSEL: Objection to the form.
- You can answer.
- A. I think it's on a case-by-case

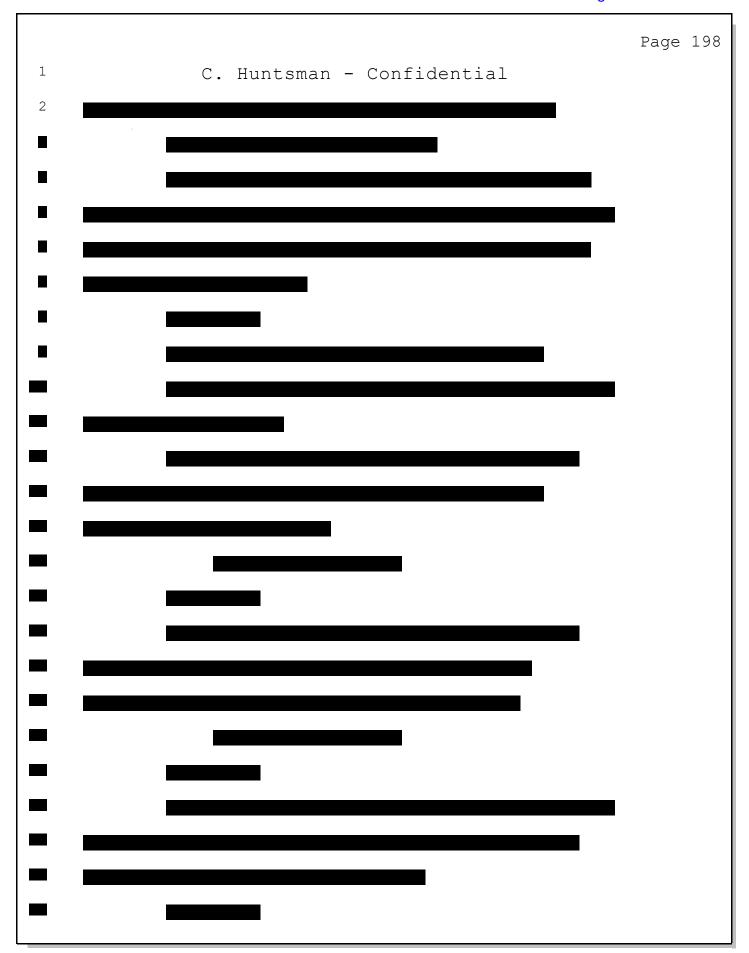
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- media activity around Lemtrada also
- continues, with Drs. Daniel Kantor and Barry
- 4 Singer tweeting live from today's oral
- 5 presentation with Dr. Eva Havrdová, as well
- 6 as Don Seiffert from Boston Business Journal,
- 7 who tweeted that 'Lemtrada is looking
- 8 increasingly like a cure for multiple
- 9 sclerosis.'"
- Do you see that? It's on the
- 11 first page. It's the last sentence under the
- section that begins "Lemtrada." Do you see
- 13 that?
- A. Yes. Sorry.
- Q. Were you aware of that statement
- at the time it was made?
- 17 A. No.
- Q. And are you aware of any efforts
- on the part of either Sanofi or Genzyme to
- 20 correct Don Seiffert?
- MR. AMSEL: Objection to the form.
- You can answer.
- A. I'm not aware.
- Q. Now, previously we were talking
- about Canada. So when you joined Sanofi in

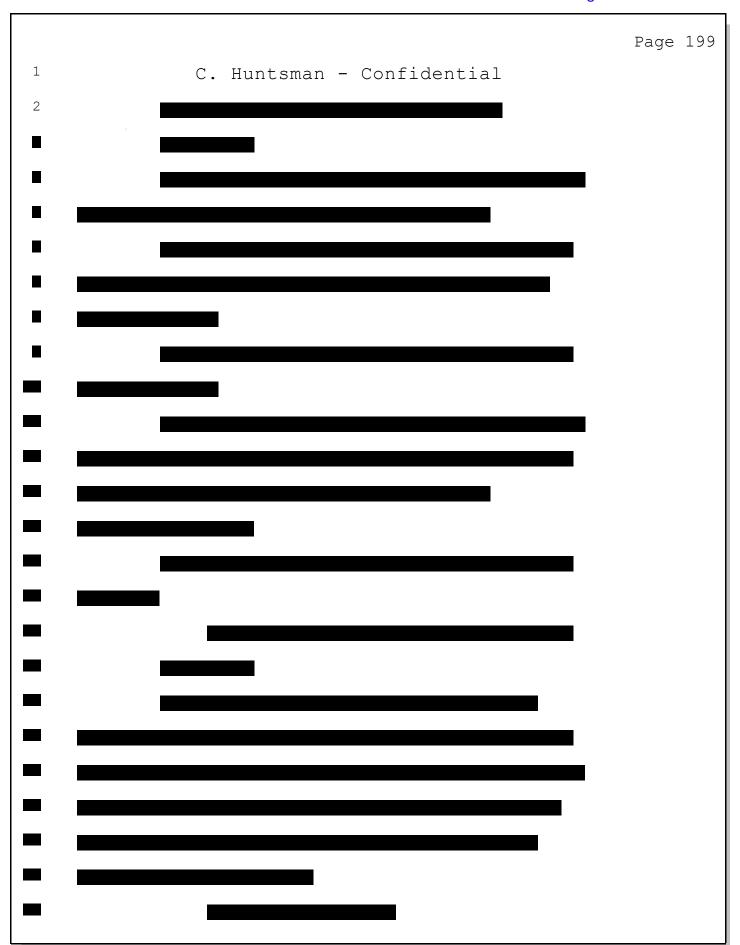
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- 2 2012, what was your primary job assignment?
- 3 A. It was to build out the MS
- 4 organization and prepare for the launches of
- 5 both of our MS therapies in North America.
- Q. And at the time you joined,
- 7 essentially, you were given the task of
- 8 building the actual commercial and marketing
- ⁹ infrastructure for those two drugs, correct?
- 10 A. Yes.
- 11 Q. And, briefly, what does that
- 12 entail?
- A. It entails hiring and training
- 14 people, developing product strategy and
- 15 collateral, and taking care of all commercial
- aspects of launch.
- 0. And so let's talk a little bit
- about that in the context of MS, because it's
- a little more complex in MS than it would be,
- say, in other drug context, correct?
- A. I'm not sure what you mean by
- that.
- Q. What is a REMS, R-E-M-S?
- A. That's a risk evaluation and
- ²⁵ mitigation strategy.

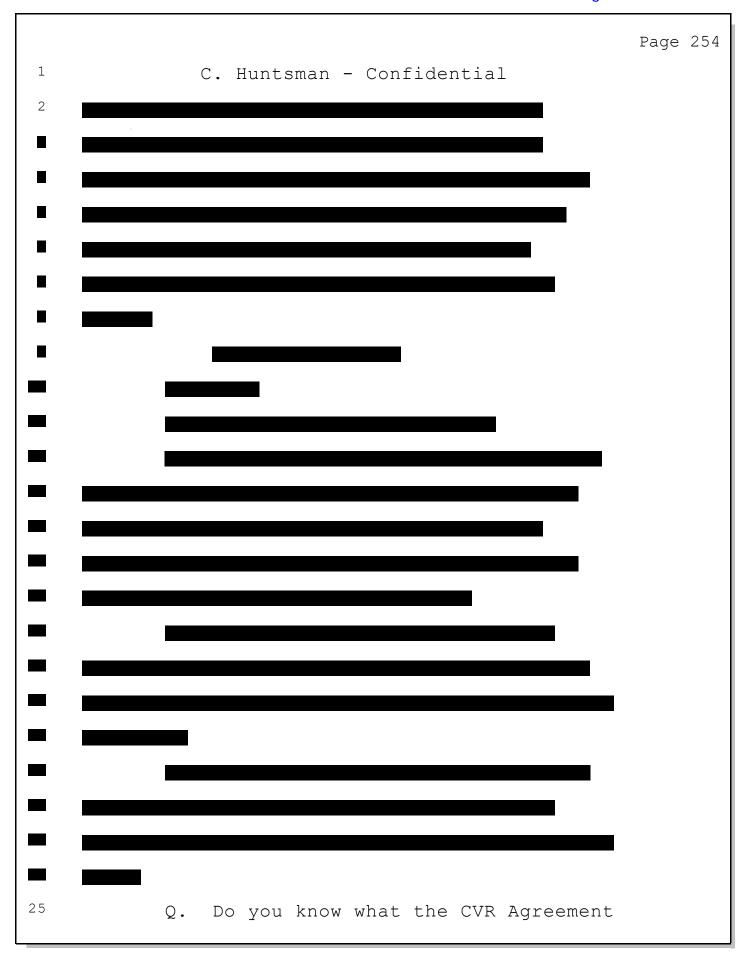
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               C. Huntsman - Confidential
                Do you see that?
            Α.
                Yes.
                And it identifies that one
            Ο.
    potential unmet need is "durable disability
    improvement." Do you see that?
7
            Α.
                Yes.
                Do you agree that that was, in
    fact, a new goal for an unmet need?
10
                MR. AMSEL: Objection to the form.
11
            Α.
                Yes.
12
                And "Freedom from clinical disease
            0.
    activity." Do you see that?
13
14
            Α.
                Yes.
15
                That also would be an unmet need?
            Ο.
16
            Α.
               Yes.
17
            Q.
                And might we now call that NEDA?
18
                MR. AMSEL: Objection to the form.
19
                Technically, I don't think it's
            Α.
20
    the same definition. It's changed over time.
21
            Q. But it's the same concept, right?
22
                The concept is similar.
23
            0.
                And then it says below that,
24
     "Durable disability improvement progression-
25
    free survival."
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Page 255 1 C. Huntsman - Confidential 2 is? Α. The what? Q. CVR Agreement. I don't -- I don't know very much 6 about that at all. 7 Were you aware of the existence of an agreement relating to the contingent value right that had been issued as part of the 10 merger between Genzyme and Sanofi? 11 I had heard of it. I just heard 12 it existed. I read some things that were in 13 the paper, et cetera, about it. But I never 14 had any discussion about it. 15 So I don't need to show you the 16 CVR Agreement, because you've never read it. 17 I've never read it. 18 And if I asked you what the term 19 "diligent efforts" meant, you couldn't tell 20 In the CVR Agreement. Withdraw the 21 question. 22 With respect to the "diligent 23 efforts" clause in the CVR Agreement, you 24 couldn't tell me what it is? 25 Objection to the form AMSEL:

Page 256 1 C. Huntsman - Confidential 2 of the question. Objection; calls for a legal conclusion. But you can answer it. I've never read the CVR Agreement. Has anyone ever given you a 6 summary of the CVR Agreement? 7 Α. No. Has anyone discussed the CVR Agreement with you? 10 I'm aware that the CVR Agreement 11 exists, and I'm aware that it's relevant to 12 this ongoing case. 13 Did your counsel show you the CVR 14 Agreement? 15 MR. AMSEL: You can answer that 16 question --17 0. Yes or no. 18 MR. AMSEL: -- "yes" or "no" only. 19 Don't get into any substance of anything 20 that. --21 And how long did you spend talking 22 to your counsel in preparation for the 23 deposition? 24 Do I have any reason to --25 MR. AMSEL: You can answer that.